

September 06, 2022

PROPOSAL# 22-210

PROPOSAL/CONTRACT

Greenwich Condominium
C/o: Jorge Hernandez, LCAM – Property Manager
1470 NE 123rd Street
North Miami, FL 33161
P: 305-895-0191
E: greenwichmanager@outlook.com

RE: Greenwich Condominiums Exterior Wall Repair Project

Restore Construction Group, Inc. ("Contractor"), a Florida Corporation, submits the proposed Contract to **Greenwich Condominium** ("Customer") at **1470 NE 123rd Street North Miami, FL 33161** to perform services and to provide services described under "Scope of Work" below ("the Work") Restore Construction Group, Inc. will provide the following:

SCOPE OF WORK

- Mobilize project to perform referenced Scope of Work including all necessary materials, tools, equipment, protection, labor and supervision.
- All work to be performed per **O&S Associates Engineers & Architects** Specifications dated **August 12, 2022** of the **Two-Hundred and Fourteen (214) Page** inspection - engineering- construction document with **Ten (10) Drawings**.
- Demobilize and clean work area.

PRICE

See attached bid form

NOTE: If proposal is itemized for your review, values are based on performing all items as one project. If any one item is rejected, all pricing will be subject to change.

ENGINEERING AND PERMIT FEES

Any and all engineering and permit fees will be the responsibility of the Owner.

PAYMENT TERMS

We require Mobilization, Permits, General Condition and Bond Fees upon Contract signing. A 30% material deposit including paint is due on all specialty order items. Progress payments are due as invoiced and the balance due upon completion. If payment is not received in the allotted time frame, a 1.5% monthly late fee will apply until paid.

CONTRACTORS PROVISIONS

The following provisions shall be considered as part of our bid proposal and take priority over any language in the bid documents that deviate from these conditions. For repair items in bid list where repair pricing is requested on a "unit of measure" basis, the following applies unless otherwise specified in the engineer's specifications:

- Partial deck repair; includes up to a maximum 3" depth.
- Overhead repair; includes up to a maximum 3" depth.
- Edge repair; includes up to a maximum of 8" back into slab.
- Column/ wall / beam repairs; includes up to a maximum 3" depth.
- Stucco replacement; includes up to a maximum 3/4" depth repair.

As per EPA Guidelines, this contractor is obligated to test any surfaces in the work area for lead. Should the testing come back positive for lead or any other harmful contaminants, the cost of remedial work is not included in this proposal.

If Applicable: Please note that the unit prices are based upon estimated quantities which could vary significantly plus or minus, except Lump Sum Items. Concrete repair is to be performed in accordance with ICRI standards and recommendations. Restore Construction Group, Inc. cannot be held responsible for any items broken or damaged due to vibration or any water intrusions. The owner is to provide water and electric at no cost to the Contractor. The Contractor will not be responsible for any roof damages, landscaping located under or around the work area, asphalt parking area, sliding glass doors, window screens, vertical blinds or any type of window systems. The owner will remove any personal property and vehicles out of the work area before work commences. Restore Construction Group, Inc. will not be held responsible for interior damage, any floor coverings such as tile, carpet, etc., that may be damaged as a result of the work. Please note Restore Construction Group, Inc. will only be held responsible for negligent damages for the items outlined above. All permits (Right of Way, Maintenance of Traffic, including overhead protection and parking meters, and Building) will be billed at cost + \$800.00 expediting fee + 20% margin per permit.

Where Great Expectations are Only the Beginning

The Engineer will determine negligent damages. Please take note that the Engineer will perform inspections on all phases of the work and any possible damages deemed "negligent" will need to be addressed in the written inspection reports documented by the project Engineer. If the items were not previously documented as negligent damage in the Engineering reports, then the items will be considered non negligent damages. Restore cannot be held responsible for any utilities damaged due to buried or embedded lines, connections or junctions. The contract amount will be based upon unit cost indicated for the actual amount of concrete repair performed. Lump sum and unit cost bids shall include all material, labor, equipment, shoring, scaffolding, and clean-up, unless it is specifically identified otherwise, by issuing separate pricing for the above-mentioned items. In the event of a discrepancy between the amount shown in both words and in figures above, the amount shown in words shall govern. If the Contract is terminated for Owners breach of non-payment, the Owner cannot file any type of claim against the surety. Please also note, in the event of a conflict between these provisions and any other contract document, this document shall govern above all others. Owners to provide any touch-up paint as necessary at no cost to the Contractor.

WARRANTY PROVISIONS

We will provide any manufacturer warranties of the products we install where offered. In most cases small repairs are not offered a warranty by either the manufacturer or Restore Construction Group, Inc. The maximum limit of our warranty for performance on concrete repair and stucco painting is five (5) years from date of completion. The painting of any metal surfaces warranty by Restore Construction Group, Inc. is one (1) year from date of completion. Floor Coatings will have a one-year warranty, unless otherwise specified. The Warranty is contingent upon the Owner making payments in accordance with the agreement. The surety will cover the Warranty for a period of one-year maximum.

TIME TO COMPLETE

We propose to be substantially complete within **NINETY (90) CALENDAR DAYS** and achieve final completion **FIFTEEN (15) CALENDAR DAYS** later. Please note if the quantities outlined in the scope of work increase, then additional time will be required to complete the project.



CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION

CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED

CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

LICENSING AND INSURANCE

We are a State Certified Licensed General Contractor and carry liability coverage and complete Workman's Compensation Insurance, as required by law.

This proposal will be automatically withdrawn if not accepted within thirty (30) days. If you have any questions, please do not hesitate to contact this office and we shall respond accordingly.

As Agreed, Upon By:

Restore Construction Group, Inc.

Date

Greenwich Condominium

Date